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4 BILL NO. S-76-10-21

5 SPECIAL ORDINANCE NO. S-193-76.

6 AN ORDINANCE approving a con-  
7 tract with Duma Construction  
8 Co., Inc., for installation of  
9 a water main - Old Decatur Road  
from Hawthorne Drive to Avondale  
Drive.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
11 WAYNE, INDIANA:

12 SECTION 1. That the contract dated September 22, 1976,  
13 between the City of Fort Wayne, by and through its Mayor and the  
14 Board of Public Works and Duma Construction Co., Inc., for:

15 CONTRACTOR shall furnish all materials, labor, equip-  
16 ment, tools, power, transportation, miscellaneous  
17 equipment, etc., necessary to install 1775+ feet of  
18 6" ductile iron water main on Decatur Road from Hawthorne  
19 Drive to Avondale Drive, all as shown on Fort Wayne  
Water Utility, Engineering Department, drawing Y-10504,  
sheets 1 thru 5, and do everything required by the con-  
tract documents and this agreement,

20 for a total cost of \$27,168.50, all as more particularly set forth  
21 in said contract which is on file in the Office of the Board of  
22 Public Works and is by reference incorporated herein, made a part  
23 hereof and is hereby in all things ratified, confirmed and  
24 approved.

25 SECTION 2. This Ordinance shall be in full force and  
26 effect from and after its passage and approval by the Mayor.

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30   
Councilman

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34  
35 APPROVED AS TO FORM  
AND LEGALITY.

  
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Delouis, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 10-12-76

CITY CLERK

Read the third time in full and on motion by Charles W. Westerman, seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>      </u>	<u>      </u>	<u>1</u>	<u>      </u>
BURNS	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
HINGA	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
HUNTER	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
MOSES	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NUCKOLS	<u>      </u>	<u>      </u>	<u>      </u>	<u>✓</u>	<u>      </u>
SCHMIDT, D.	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, V.	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
STIER	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
TALARICO	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 10-26-76

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 2-193-76 on the 26th day of Oct., 1976.

ATTEST ( SEAL )

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of Oct., 1976, at the hour of 11:00 o'clock A.M., E.S.T.

CITY CLERK

Approved and signed by me this 27th day of October, 1976, at the hour of 6:00 o'clock P.M., E.S.T.

MAYOR

*Halt*  
*10/26/76*

NOTE:  
*Manager to send*  
*some Personnel to CC*

Bill No. S-76-10-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract with Duma Construction Co., Inc., for instalaltion  
of a water main - Old Decatur Road from Hawthorne Drive to Avondale Drive

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance as *as* PASS.

- Paul M. Burns - Chairman
- John Nuckols - Vice-Chairman
- William T. Hinga
- Fredrick R. Hunter
- Samuel J. Talarico

*Paul M. Burns*

*William T. Hinga*  
*Fredrick R. Hunter*  
*Samuel J. Talarico*



B.O. 30-76

August 25, 1976 63-249-6

Date

WATER ENGINEERING DEPARTMENT

To

Water Contract 7612 - 6" water main on Old Decatur Road, etc.

Subject

Attached are four bids. Please tabulate and report.

Will award contract on Wednesday, September 1, 1976 at 9:00 a.m.

H. P. WEHREBERG  
E. H. LAMAR  
M. G. SCOTT  
BOARD OF PUBLIC WORKS

ajf

attachment (4)

NOTED  
AUG 31 1976

AUG 31 1976

Signed

Reply: August 31, 1976

Members of the Board:

The bids received on August 25, for the above 6" water main have been reviewed and tabulated. A copy of that tabulation is attached for your reference.

Four bids were received for this project, all of which were found to be complete and satisfactory. The engineer's estimate for the project totaled \$31,370.00 and two of the bids were below that estimate. The total of each bid is as follows: Duma Construction \$27,168.50 - Bercot Inc. \$29,801.06 - T & G Excavating \$34,718.50 - John Dehner Inc. \$39,815.50.

Based on the above data, I recommend a contract be awarded to Duma Construction Co., Inc. for a total bid of \$27,168.50. If the Board concurs with our recommendations, and makes the award, we will prepare the necessary construction contract.

We are returning, herewith, the complete copies of all four bids.

*D. L. Foland*  
D. L. Foland, P.E.

Chief Water Engineer

DLF/klr

attachments

APPROVED BY:

*H. A. Biggs*  
H. A. Biggs, P.E., City Engineer

Signed

63-273-15 9/22/76  
6351

AGREEMENT

FOR CONSTRUCTION OF DECATUR ROAD WATER MAIN EXTENSION

CONTRACT NO. 7612

THIS AGREEMENT, made this 22 day of September, 1976, by and between DUMA CONSTRUCTION CO., INC. herein called the CONTRACTOR, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called OWNER,

WITNESSETH, that the CONTRACTOR and the OWNER for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

CONTRACTOR shall furnish all materials, labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install 1775±feet of 6" ductile iron water main on Decatur Road from Hawthorne Drive to Avondale Drive, all as shown on Fort Wayne Water Utility, Engineering Department, drawing Y-10504, sheets 1 thru 5, and do everything required by the contract documents and this agreement.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be commenced immediately upon notice to proceed and the work shall be completed within Sixty (60) consecutive calendar days after receipt of material.

ARTICLE 3. THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract sum of \$27,168.50. In the event the amount of work is increased or decreased by the OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 4. PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

On or about the 15th of each month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER, less the aggregate of previous payments.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineering Department of the OWNER shall promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, it shall promptly issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the CONTRACTOR.

At the time said payment is due and payable, the CONTRACTOR shall furnish the OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF MATERIALS AND WORKMANSHIP

CONTRACTOR guarantees all materials and work against defects for a period of one year after the date of the acceptance of the work.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, Bond, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents;

- a. Instructions to Bidders for Contract #7612
- b. Contractor's Proposal dated August 25, 1976
- c. Contractor's Bond
- d. Supplemental Specifications for Decatur Road Water Main Extension, and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 7612, and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10504, Sheets 1 thru 5.

#### ARTICLE 8. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

CONTRACTOR shall indemnify the OWNER against any claim or loss incurred or arising out of the performance of the work as provided herein.

#### ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by its' Mayor and Board of Public Works, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne

Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DUMA CONSTRUCTION CO., INC.

BY: Charles Schock, Jr. - President  
Contractor

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong  
Robert E. Armstrong, Its Mayor

BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg  
Henry P. Wehrenberg, Chairman

Ethel H. LaMar  
Ethel H. LaMar

Max G. Scott  
Max G. Scott

ATTEST:

Ursula Miller  
Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

Harvey P. Borden  
City Attorney

APPROVED by the Common Council of the City of Fort Wayne on \_\_\_\_\_

1976, Special Ordinance No. \_\_\_\_\_.

# RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

## PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Duma Construction Co., Inc., Fort Wayne, In.

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

City of Fort Wayne, One Main St., Fort Wayne, In.

as Obligor, hereinafter called Owner, in the amount of Twenty-Seven Thousand, One Hundred Sixty-Eight and 50/100-----

Dollars (\$ 27,168.50-----), for the payment whereof Contractor

and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 10 1976, entered into a contract with Owner for Contract #7612, Decatur Road Water Main Contract

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 10day of September19 76

DUMA CONSTRUCTION CO., INC.

(Seal)

BY: Charles J. Schaefer, Jr. (Principal)  
PRESIDENT (Title)

YASTE, ZENT &amp; RYE, INC.

Authorized Agents

BY: William J. Yaste (Witness)

RELIANCE INSURANCE COMPANY

Attorney-in-fact

# RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint C.H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Fred S. Rye, Gerald A. Dahle, Leonard Shirley, Joseph H. K. O'Connell, Lane I. Ross, David J. Steffen and Helen F. Pyles, individually, of Fort Wayne, Indiana its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

### ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 25th day of February, 1974.



RELIANCE INSURANCE COMPANY

Vice-President

STATE OF Pennsylvania }  
COUNTY OF Philadelphia } ss.

On this 25th day of February, 1974, personally appeared J.H. McDermott

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, F.D. Crossetta, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 10 day of Sept., 1976



Assistant Secretary



# City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 10-21-76  
From Charles W. Westerman - City Clerk  
Subject Appearance before Common Council on October 26, 1976 - 7:00 P.M.

COPIES TO:

RE: Bill No. S-76-10-21

AN ORDINANCE approving a contract with Duma Construction Co., Inc., for installation of a water main - Old Decatur Road from Hawthorne Drive to Avondale Drive

Pursuant to the request of the Standing Committee Chairman of City Utilities of the Common Council, the presence of a member of the Board of Works is respectfully requested on October 26, 1976, at 7:00 o'clock P.M., Room 128, Common Council Conference Room.

Council would like a more detailed explanation regarding the above ordinance and digest sheet. They would appreciate any materials or information Board of Works may have so that Council may be able to make a decision as to what action should be taken.

Your cooperation will be greatly appreciated.

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract on Water Contract 7612

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract with Duma Construction Co., Inc. in amount of

*8-76-10-21*

\$27,168.50 provides for installation of a water main on Old Decatur Road from  
Hawthorne Drive to Avondale Drive. Engineer's estimate for the project is \$31,370.00  
Four bids were received as follows:

Duma Construction ----- \$27,168.50

Bercot, Inc. ----- 29,801.06

T-G Excavating ----- 34,718.50

John Dehner, Inc. ----- 39,815.50

This 6" main will provide access to water service for properties in the area, as  
needed.

Utility will be reimbursed when tap-ins are made.

(SEE ATTACHED RECOMMENDATION)

EFFECT OF PASSAGE Main access for future Water Utility customers

EFFECT OF NON-PASSAGE No available main for servicing potential Water Utility  
customers

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Water Utility of  
\$27,168.50 reimbursable when customers tap-in.

ASSIGNED TO COMMITTEE *City Utility*